

**CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO. 06-156
ANNUAL REQUIREMENTS OF
PHARMACEUTICALS FOR LINCOLN FIRE & RESCUE**

DATE: June 29, 2006

CONTRACT PERIOD: July 1, 2006 thru June 30, 2007

CONTRACTOR: Bond Tree Medical, LLC
5200 Rings Road, Ste. A.
Dublin, OH 43017

**PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410**

Company Representative: Cathy A. Taynor
Telephone No.: 800.533.0523
FAX No.:
E-Mail Address: customerservice@boundtree.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Item	Name	Concentration	Packaging	U/M	Unit Price
1	Adenocard (Adenosine)	6mg/2ml	2ml pre-fill	ea	\$36.00
2	Albuerol	2.5 mg	3ml Unit Dose Vial	bx/25	\$3.75
3	Amidate (Etomidate)	2mg/ml	20mg Luer Jet	ea	\$22.00
4	Aspirin, chewable	81mg	Bottle/36	ea	\$0.81
5	Atrophine Sufate	.1mg/ml	10ml LuerJet	ea	\$1.57
6	Benadryl (Diphenhydramine)	50mg/ml	1ml pre-fill	ea	\$1.59
7	Calcium Chloride, 10%	100mg/ml	10ml LuerJet	ea	\$1.57
8	Nubain	20mg/ml	1ml ampule	bx/10	\$0.72
9	Dextrose, 50%	500mg/ml	50ml LuerJet	ea	\$1.80
10	Diazepan (Valium)	5mg/ml	2 ml Carpuject blunt	bx/10	\$21.13
11	Dopamine	400mg/ml	10ml Vial	ea	\$0.92
	Dopamine	40mg/ml	10ml Vial	ea	
12	Epinephrine, 1:1000	1mb/ml	30ml Vial	ea	\$3.05
13	Epinephrine, 1:10,000	0.1 mg/ml	10ml LuerJet	ea	\$1.57
14	Furosemide (Lasix)	100mg/ml	10ml Vial	ea	\$0.62
15	Glucagon, 1 unit	1 unit	1mg Vial	ea	\$69.38
16	Glutose, 15g	15g	Unit Dose Tube	ea	\$3.25
17	Lidocaine, 2%	20mg/ml	5ml LuerJet	ea	\$1.57
18	Lidocaine HCL in 5% Dextrose	1g 0.4%	250ml IV bag	ea	\$6.55
19	Magnesium Sulfate, 50%	.5g/ml	10 ml Vial	ea	\$0.81
20	Midazolam (Versed)	1mg/ml	5 ml Vial	bx/10	\$15.50
21	Morphine Sulfates	1mg/ml	10ml LuerJet	bx/10	\$32.50
22	Nalaxone (Narcan)	0.4mg/ml	10 ml Vial	ea	\$2.92
23	Norcron (Vecuronium)	1mg/ml	10 ml Vial	ea	\$5.95
24	Nitroglycerine Spray Pump	12g/pump	Metered Dose spray	ea	\$72.50
25	Porcainamide (Pronestyl)	100mg/ml	10ml vial	ea	\$1.08
26	Racemic Epinephrine, 2.25% (Racepin Ephrine)		0.5ml unit dose vial	bx/30	\$44.63
27	Sodium Bicarbonate 8.4%	1mEq/ml	50ml LuerJet	ea	\$1.80
28	Sodium Chloride Diluent	0.9%	10ml Vial	ea	\$0.30
29	Sodium Chloride Inhalation Solution	0.9%	3 ml Vial Dose Unit	bx/100	\$12.25
30	Succinylcholine	20mg/ml	10ml Vial	cs/50	\$2.63
31	Amsino Needle-less IV sets	Macridrips, 10 drops/ml 83"		cs/50	\$85.50
		Microdrip, 60 drops/ml 83"		cs/50	\$92.50
32	IV Fluids Sodium Chloride 0.9% (Normal Saline)*	1000 ml bags	cs/12	ea	\$2.15
		250 ml bags	cs/36	ea	\$1.96
		50 ml bags	pk/4	ea	\$2.34
33	Thiamine HCL	200 mg	100mg/ml vial	ea	\$4.38
34	Adenocard	12 mg	4ml pre-fill	ea	\$77.66
35	Phenergan inj	25mg/ml	1ml ampule	bx 25	\$53.75
36	Epi-Pen Auto Injector Adult	0.3 mg		ea	\$59.50
37	Epi-Pen Auto Injector Jr.	0.15 mg		ea	\$59.50
	Total				\$809.96

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS. DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #76639
Dated: 06-27-06

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS OF PHARMACEUTICALS
FOR LINCOLN FIRE AND RESCUE
SPECIFICATION NO. 06-156**

**Contractor:
Bond Tree Medical, LLC
5200 Rings Road, Ste. A
Dublin, OH 43017**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 21 day of June 2006, by and between Bond Tree Medical, LLC, 5200 Rings Road, Ste. A., Dublin, OH 43017 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements of Pharmaceuticals for Lincoln Fire Rescue, Spec. No. 06-156 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Pricing as stated in your proposal

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of agreement is one (1) year, July 1, 2006 through June 30, 2007 with the option to renew for two additional one (1) year periods.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Executive or No. _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Name of Corporation

Secretary

(SEAL)

(Address)

By:

Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Bound Tree Medical LLC

Name of Organization

5200 Rings Rd Ste A

Type of Organization

Dublin OH 43017-3557

(Address)

By:

Member President

By:

Member CEO

IF AN INDIVIDUAL:

Name

Address

Signature

SPECIFICATION NO. 06-156**BID OPENING TIME: 12:00 NOON****DATE: May 10, 2006**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE ANNUAL REQUIREMENTS FOR
PHARMACEUTICALS FOR
LINCOLN FIRE & RESCUE
BIDDING SCHEDULE**

Item #	Name	Concentration	Packaging	Unit Price	BTM Item #
1	Adenocard (Adenosine)	6mg/2ml	2ml pre-fill	\$ 36.00 ea.	0063-08
2	Albuerol	2.5 mg	3ml Unit Dose Vial	3.75 bx/25	370125
3	Amidate (Etomidate)	2mg/ml	20mg Luer Jet	22.00 ea.	376029
4	Aspirin, chewable	81mg	bottle/36	0.81 ea.	375016
5	Atrophine Sufate	.1mg/ml	10ml LuerJet	1.57 ea.	371006
6	Benadryl (Diphenhydramine)	50mg/ml	1ml pre-fill	1.59 ea.	000071425945
7	Calcium Chloride, 10%	100mg/ml	10ml LuerJet	1.57 ea.	373304
8	Nubain	20mg/ml	1ml ampule	0.72 bx/10	0074146301
9	Dextrose, 50%	500mg/ml	50ml LuerJet	1.80 ea.	373301
10	Diazepan (Valium)	5mg/ml	2 ml Carpuject blunt	21.13 bx/10	371104
11	Dopamine	400mg/ml	10ml Vial	0.92 ea.	379104
12	Epinephrine, 1:1000	1mg/ml	30ml Vial	3.05 ea.	0517113001
13	Epinephrine, 1:10,000	0.1 mg/ml	10ml LuerJet	1.57 ea.	373316
14	Furosemide (Lasix)	100mg/ml	10ml Vial	0.62 ea.	6102-11
15	Glucagon, 1 unit	1unit	1mg Vial	69.38 ea.	372050
16	Glutose, 15g	15g	Unit Dose Tube	3.25 ea.	466930
17	Lidocaine, 2%	20mg/ml	5ml LuerJet	1.57 ea.	373390
18	Lidocaine HCL in 5% Dextrose	1g 0.4%	250 ml IV bag	6.55 ea.	280972
19	Magnesium Sulfate, 50%	.5g/ml	10 ml Vial	0.81 ea.	372168
20	Midazolam (Versed)	1mg/ml	5ml Vial	15.50 bx/10	371109
21	Morphine Sulfate	1mg/ml	10ml LuerJet	32.50 bx/10	371125
22	Nalaxone (Narcan)	0.4mg/ml	10 ml Vial	2.92 ea.	371219
23	Norcuron (Vecuronium)	1mg/ml	10ml Vial	5.95 ea.	374983K

Item #	Name	Concentration	Packaging	Unit Price	BTM Item #
24	Nitroglycerine Spray Pump	12g/pump	Metered Dose Spray	<u>72.50</u> ea.	0075085084
25	Procainamide (Pronestyl)	100mg/ml	10ml vial	<u>1.08</u> ea.	371902
26	Racemic Epinephrine, 2.25% (Racepin Ephrine)		0.5 ml unit dose vial	<u>44.63</u> bx/30	375901
27	Sodium Bicarbonate 8.4%	1mEq/ml	50ml LuerJet	<u>1.80</u> ea.	371035
28	Sodium Chloride Diluent	0.9%	10ml Vial	<u>0.30</u> ea.	0074488810
29	Sodium Chloride Inhalation Solution	0.9%	3 ml Vial Dose Unit	<u>12.25</u> bx/25 ** BOX OF 100 **	049502063003
30	Succinylcholine	20mg/ml	10ml Vial	<u>2.63</u> ea.	375204
31	Amsino Needle-less IV sets	Macridrips, 10 drops/ml 83"		<u>85.50</u> cs/50	35108306
		Microdrip, 60 drops/ml 83"		<u>92.50</u> cs/50	35608306
32	IV Fluids Sodium Chloride 0.9% (Normal Saline)*	1000 ml bags	cs/12	<u>2.15</u> ea.	601324X
		250 ml bags	cs/36	<u>1.96</u> ea.	601322
		50 ml bags	pk/4	<u>2.34</u> ea.	601306
33	Thiamine HCL	200mg	100mg/ml vial	<u>4.38</u> ea.	371651
34	Adenocard	12mg	4ml pre-fill	<u>77.66</u> ea.	371255
35	Phenergan inj	25mg/ml	1 ml ampule	<u>2.15</u> bx/25.	3157-83
36	Epi-Pen Auto Injector Adult	0.3 mg		<u>59.50</u> ea	0268030101
37	Epi-Pen Auto Injector Jr.	0.15 mg		<u>59.50</u> ea	0268030201

TOTAL \$ 758.33

*Purchasing
Cntr 53
809.96 24
purch.*

BID SECURITY REQUIRED: No X

Term of agreement is one (1) year, July 1, 2006 through June 31, 2007 with the option to renew for two additional one (1) year periods.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes X
No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: _____; or
 (b) Bid prices subject to escalation/de-escalation: X _____.
 (c) If (b), state period for which prices will remain firm:
 Through 7/1/06 - 6/31/07.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☒ **YES** ☐ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Cathy A. Taynor
TITLE: Bids & Contracts Manager
PHONE NO. 800-533-0523

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 06-156**

BOUND TREE MEDICAL, LLC

COMPANY NAME

5200 Rings Road, Suite A

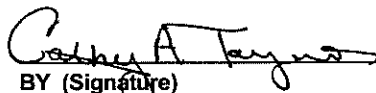
STREET ADDRESS or P.O. BOX

Dublin Ohio 43017
CITY, STATE ZIP CODE
800-533-0523

TELEPHONE

customerservice@boundtree.com

E-MAIL ADDRESS


BY (Signature)

Cathy A. Taynor

(Print Name)

Bids & Contracts Manager

(Title)

5/8/06

(Date)

4 - 6

**ESTIMATED DELIVERY DAYS (After
receipt of individual orders)**

Net 30 days

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: www.lincoln.ne.gov

Keyword: **Bid**

The Intent to Award will be listed on the website when a recommendation is received from the Department.

Specification 06-156
Annual Supply of Pharmaceuticals for Lincoln Fire and Rescue
Open: Wednesday May 10, 2006, 12:00 Noon

1. Scope

- 1.1 Lincoln Fire & Rescue provides both emergency and non-emergency ambulance services for the City of Lincoln.
- 1.2 The City's ambulances respond to approximately 15, 000 medical events each year.
- 1.3 All of the fourteen (14) engine companies and eleven (11) ambulances are staffed by a paramedic to provide Advanced Life Support.
- 1.4 The EMS division of the fire department administers operations and manages supplies and equipment needed to adequately support the medical aspects of the department.
- 1.5 The department plans to shift from the current system of providing supplies to a new system utilizing needle-less pharmaceuticals and peripheral equipment.
- 1.6 To support this new system bids are being solicited from vendors to supply items from the following list.
 - 1.6.1 Bid prices should include shipping costs.
 - 1.6.2 Items are shipped to (1) fire station directly.
 - 1.6.2.1 The shipping addresses for the Station is:
Lincoln Fire & Rescue
1801 "Q" Street Lincoln NE 68508
- 1.7 Currently the City is spending approximately \$45,000.00/year on these drugs.

2. Supplemental Questions

- 2.1 In addition to listing bid prices, bidders will answer the following questions:

YES NO

- X 2.1.1 Is on-line ordering available?
- X 2.1.2 Is ordering via FAX available?
- X 2.1.3 Do you have an 800 number for questions?
- X 2.1.4 Can we order Class-II narcotics utilizing a DEA form 222?
- X 2.1.5 Do you have an expired medication exchange or credit program?
Explain: SEE ATTACHMENT "A"
- 2.2 The quantities and concentrations of the individual items in the proposal form are the quantities and concentrations desired: (if substitutions are offered, fully explain)